

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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MICALDEN INVESTMENTS S.A.

07 Civ. 2395

Plaintiff

v.

OLGA ROSTROPOVICH, COOLEY GODWARD  
KRONISH LLP, RENEE SCHWARTZ, ATOOSA  
P. MAMDANI and MAHMOUD A. MAMDANI

Defendants  
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**AFFIRMATION OF EDWARD RUBIN IN OPPOSITION TO  
DEFENDANTS' MOTION TO DISMISS COMPLAINT**

1. I am the attorney for the plaintiff in this action. I am familiar with the matters set forth herein.

2. Attached as Exhibit A is an affidavit from Olaf Guerrand-Hermes ("Olaf") dated September 6, 2007.

Dated: New York, New York  
September 7, 2007

  
Edward Rubin

# **EXHIBIT A**

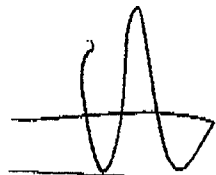
**AFFIDAVIT OF OLAF GUERRAND-HERMES**

\_\_\_\_\_)  
ss:  
REPUBLIC OF FRANCE )

Olaf Guerrand-Hermes, being duly sworn, deposes and says:

1. I reside in Larache, Morocco, I am personally familiar with the matters set forth herein.
2. Between February and May, 2003, I borrowed approximately \$1.4 million from Micalden Investments S.A. ("Micalden"), a corporation owned by Eva-Marie Blazek. Eva-Marie Blazek presently is my wife.
3. In connection with this borrowing, on or about February 20, 2003 I signed a promissory note in which I agreed to make payment to Micalden. A copy of this promissory note is attached as Exhibit A. Additionally, on or about May 23, 2003 I signed a Security Agreement in which I granted Micalden a security interest in my interest in seven hundred and fifty six (756) shares of Hotel des Artistes, Inc., located at 1 West 67<sup>th</sup> Street, New York, NY 10023, represented by share certificates numbered 345, 346, 347, 354. A copy of this Security Agreement is attached as Exhibit B.
4. In addition, on or about October 2, 2003, I signed an affidavit of confession of judgment in favor of Micalden and authorized the filing of a confession of judgment and UCC-1 financing statement with respect to my indebtedness to Micalden and the security interest which I had granted to Micalden to secure this indebtedness.

which I had granted to Micalden to secure this indebtedness.



Olaf Guerrand-Hermes

Sworn to this 6<sup>TH</sup>  
day of September, 2007

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# **EXHIBIT A**

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**EXHIBIT C TO BLAZEK AFFIDAVIT -  
DEMAND REVOLVING PROMISSORY NOTE [168-169]**

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**DEMAND REVOLVING PROMISSORY NOTE**

Dated: As of 02/20/03

FOR VALUE RECEIVED, the undersigned, Olaf Guerrand-Hermes, an individual residing at 1 West 67<sup>th</sup> Street, New York, New York (the "Payor"), HEREBY PROMISES TO PAY UPON DEMAND to the order of Micalden Investments SA, a company with registered offices at Swiss Tower, 16<sup>th</sup> Floor, 53 Road, URB Marbela, World Trade Center, Panama (the "Payee"), the aggregate principal amount of all advances made by the Payee to or for the benefit of the Payor in cash or otherwise and outstanding on the date of the demand by the Payee hereunder. If any advances are made by the Payee hereunder other than in cash, this Demand Promissory Note shall represent an advance of the fair value in cash of such advance on the date such advance is made, as determined by the Payee in its reasonable discretion. Each advance owing to the Payee by the Payor pursuant to this Demand Promissory Note, and all payments made on account of the principal thereof, shall be recorded by the Payee and, prior to any transfer hereof, endorsed on the grid attached hereto which is part of this Demand Promissory Note. The grid attached hereto shall be conclusive and binding evidence of all advances made by the Payee hereunder, and of all payments made by the Payor on account of the principal thereof, absent manifest error.

The Payor promises to pay interest on the unpaid principal amount of each advance made pursuant to this Demand Promissory Note from the date of such advance until such principal amount is paid in full, at the rate of interest equal to the Federal short-term rate in effect on such day under Section 1274(d) of the Internal Revenue Code of 1986, as amended, payable in arrears on each date on which any payment of principal is otherwise made by the Payor hereunder.

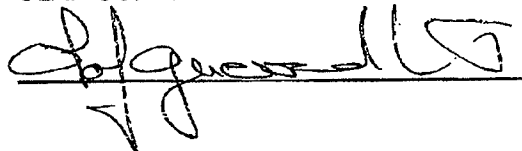
The principal amount of this Demand Promissory Note may be prepaid by the Payor at his option from time to time, in whole or in part and without penalty or premium. Prepayments shall be applied first, to any accrued and unpaid interest at the time of such prepayment, and thereafter, to the principal amount outstanding under this Demand Promissory Note at such time.

Both principal and interest are payable in lawful money of the United States of America to the Payee at the address of the Payee set forth above, in next day funds.

This Demand Promissory Note shall be binding upon and inure to the benefit of the Payor and the Payee and their respective heirs, executors, successors and assigns, except that neither the Payor nor the Payee has the right to assign any of his or its rights herein or any interest herein without the prior written consent of the other party.

This Demand Promissory Note is governed by, and construed in accordance with, the laws of the State of New York.

OLAF GUERRAND-HERMES



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### ADVANCES AND PAYMENTS OF PRINCIPAL

[illegible]

## **EXHIBIT B**



## SECURITY AGREEMENT

This Security Agreement is made by and between Micalden Investments Limited (the "Secured Party"), a Panamanian corporation, and Olaf Guerrand-Hermes (the "Debtor").

WHEREAS, The Secured Party and the Debtor (the "Parties") have entered into a Demand Revolving Promissory Note dated May 23, 2003 (the "Note")

WHEREAS, The Parties have agreed to enter into a security agreement, in favour of the Secured Party, to secure the obligations of the Debtor under the Note.

NOW THEREFORE, in accordance with the foregoing recitals, the Secured Party, and the Debtor hereby agree, represent and warrant as follows:

The Debtor hereby gives a security interest to the Secured Party in all of the Debtor's right, title and interest in 756 Shares of Hotel des Artistes, Inc. represented by share certificates numbered 345, 346, 347, 354 (the "Shares") and assigns to the Secured Party all of the Debtor's interest in the proprietary leases, dated July 10, 1990 (the "Leases"), for apartments 603, 601, 6M, and 600 located at 1 West 67<sup>th</sup> Street, New York, NY 10023 (the "Apartments"), as well as the proceeds of any dispositions of the Shares thereof, the transfer of any of the Apartments, and/or subsequent assignment of the Leases.

This Security Agreement shall be binding and inure to the benefit of the Secured Party and the Debtor and their respective heirs, executors, successors and assigns, except that neither the Secured Party nor the Debtor has the right to assign any of his or its rights herein or any interest herein without prior written consent of the other party

This Security Agreement is governed by, and construed in accordance with, the laws of the State of New York.

OLAF GUERRAND HERMES

Dated: As of MARS 25, 2003

OLAF GUERRAND-HERMES

